

EXHIBIT A

Smith Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)	
In re:)	Chapter 11
)	
Lehman Bros. Holdings, <i>et al.</i> ,)	Case No. 08-13555
)	
Debtors.)	Jointly Administered

**DECLARATION OF KATHALEEN M. SMITH
IN SUPPORT OF DOW CORNING CORPORATION'S
RESPONSE IN OPPOSITION TO THE DEBTORS' THREE HUNDRED
TWENTY-THIRD OMNIBUS OBJECTION TO CLAIMS (LATE-FILED CLAIMS)**

I, Kathaleen M. Smith, declare as follows:

1. I am counsel to Dow Corning Corporation ("Dow Corning"). If called and sworn as a witness, I could and would testify competently to the matters set forth herein.
2. I submit this declaration (this "Declaration") in accordance with Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York in support of Dow Corning Corporation's Response in Opposition to Debtors' Three Hundred Twenty-Third Omnibus Objection to Claims (Late-Filed Claims) as to Claim Nos. 43840 and 43694 (the "Response").
3. The facts set forth in this Declaration are based upon my personal knowledge, upon information and belief, or upon records kept in the ordinary course of business.
4. Dow Corning and Lehman Brothers Special Financing ("LBSF"), a debtor in the LBHI Cases, were parties to an ISDA Master Agreement, dated as of February 21, 2005 (the "Swap Agreement"). Pursuant to the Swap Agreement, the parties entered into certain transactions which remained outstanding as of the Petition Date. Additionally, pursuant to a Guarantee, Lehman Brothers Holdings Inc. ("LBHI") unconditionally guaranteed the obligations of LBSF arising out of the Swap Agreement (the "Swap Agreement Guarantee").

5. The commencement of the LBHI Cases triggered an event of default under the Swap Agreement. As a result, on September 16, 2008, Dow Corning sent LBSF a Notice of Default (the “Notice”) designating September 16, 2008 as the Early Termination Date (as defined in the Swap Agreement). In addition, on September 29, 2008, Dow Corning sent LBSF a demand for payment in the amount of \$3,612,935.35 (the “Demand Letter”) based on termination of the Swap Agreement.

6. Shortly after sending the Demand Letter to LBSF, Dow Corning received notice (the “SIPA Notice”) of a liquidation proceeding pending in this Court, captioned as In re Lehman Brothers Inc., Debtor, Case No. 08-01420 (JMP) SIPA (the “LBI SIPA Proceeding”), which the Securities Investor Protection Corporation initiated against Lehman Brothers Inc. (“LBI”). The SIPA Notice informed Dow Corning that claim forms were being mailed to customers of LBI (which Dow Corning received), and that such customers who sought the maximum protection for their claims must file a claim on or before January 30, 2009. Believing that the LBI SIPA Proceeding was the appropriate forum for its claims relating to the Swap Agreement, on or about January 22, 2009, Dow Corning filed the “customer claim form” that was included with the SIPA Notice (the “Customer Claim”).

7. On September 28, 2009, six days after the Bar Date and almost eight months after the Customer Claim was filed, the trustee overseeing the LBI SIPA Proceeding (the “SIPA Trustee”) sent Dow Corning a letter (the “LBI Letter”) denying the Customer Claim. As set forth in the LBI Letter, the SIPA Trustee denied the Customer Claim because Dow Corning did not have a relationship with or claim against LBI.

8. After receiving the LBI Letter, Dow Corning realized that its claims were inappropriately filed as customer claims against LBI in the LBI SIPA Proceeding. Accordingly,

on October 22, 2009, Dow Corning promptly filed the Dow Corning Claims and corresponding questionnaires in the LBHI Cases.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Date: August 7, 2012

/s/ Kathaleen M. Smith

Kathaleen M. Smith

Counsel

Dow Corning Corporation